

## **ARTICLE 35**

### **MISCELLANEOUS BENEFITS**

#### **A. Clothing.**

Uniforms, identifying insignia, and/or protective apparel which is required by the Employer as a condition of employment will be furnished or reimbursed by the Employer. Reimbursement limits will, upon request, be discussed in Labor-Management Meetings in accordance with Article 19.

Each employee required to wear a uniform will be notified by the Employer.

Employees required to wear a uniform will be furnished or reimbursed for all required uniforms as soon as possible after hire. The number and type of required wearing apparel will be discussed upon request in secondary negotiations; provided that, during the term of this contract the Employer may continue to require and alter uniforms, insignia, and/or protective apparel in a manner which does not violate this contract or any concurrent secondary contract. Uniforms will be in good condition and must be kept clean and in good condition.

In those instances where the Employer requires trainees to appear in uniform at the commencement of training, the Employer will reimburse the trainee for the actual cost of such uniform not to exceed a total of \$40.00 per uniform upon satisfactory completion of the required training program. No reimbursement shall be made for gym shoes, athletic apparel or other clothing not part of a required uniform.

The Employer agrees that those furnished uniforms which require dry cleaning will be cleaned at the Employer's expense in accordance with current practices or as provided in secondary agreements in effect on 12/31/85, or as agreed in secondary negotiations.

Motor Carrier Officers who are required to wear a uniform shall receive \$450 a year paid on a biweekly basis.

The issue of compensation for time spent changing by employees who are required by the Employer to change into and out of uniforms at the work site shall be a proper subject for secondary negotiations.

#### **B. Tools and Equipment.**

The Employer agrees that when tools and equipment are furnished by the Employer, such tools and equipment shall be in safe operating condition and shall be similarly maintained. When the Employer introduces new tools or equipment, employees shall be provided with adequate training, if necessary, in order to properly operate such tools and equipment. Employees are responsible for reporting to the Employer any unsafe condition or practice and for properly caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use. Tools and equipment which the Employer requires the employee to use shall be made available to the employee within budgetary limitations and in

accordance with current practice, or as provided in secondary agreements in effect on 12/31/85. In the event such equipment is not made available, its use shall not be required.

When employees are required to have an identification card the replacement fee for lost cards shall be no more than ten dollars. Such replacement fee shall be waived if the card is damaged during the course of employment and the damaged card is returned.

Where the Employer issues a weapon to employees to use during the course of their regular assigned duties, the Employer shall also provide a safety device (i.e., a trigger lock or other device which disables the weapon from being accidentally fired) for each Employer issued weapon. In those instances where an employee may be permitted to carry a concealed weapon during work time, upon request, a similar safety device shall also be made available for a minimal fee or at no cost to the employee.

### **C. Theft, Loss or Damage to Personal Items.**

All claims and/or disputes involving theft, loss or damage to personal items shall be resolved exclusively in accordance with the provisions of the Michigan Administrative Manual Procedure 0620.02, issued August 15, 2000, or as amended and shall not be subject to the grievance procedure. See Appendix H.

### **D. Storage Space.**

Secured storage space shall be provided to those employees with a discernible need within budgetary and space limitations; however, the Employer and MSEA, through the Labor-Management Conference process, will pursue furnishing secured storage space and suitable alternatives with the goal of providing satisfactory secured storage space within the terms of this Agreement.

### **E. Parking.**

The parties agree that the provision of necessary parking space to employees within the Bargaining Unit is a desirable goal to achieve. When the State is considering buying, leasing or building new office space, availability of parking shall be a factor.

The Department of Technology, Management and Budget may, in accordance with applicable statute, charge employees a fee reflecting costs, maintenance and/or security for parking in controlled and/or improved State lots. Intended increases will be discussed with MSEA before being implemented, and shall not exceed prevailing market rates.

It is understood and agreed that no employee is guaranteed a parking place on property owned or leased by the State.

The State will provide employee handicapped parking at State-owned and/or operated parking facilities in accordance with Part 4 of the Building Code -- Barrier Free Design Rules. Such parking shall be provided at the standard cost assessed to

other employees, if any. In addition, the Employer agrees to meet with the Union upon request to discuss alternate methods of providing additional parking for certified permanently disabled employees when legitimate demands surpass available space.

#### **F. Lounge and/or Eating Areas.**

Where current practice so provides and where operational needs permit, the Employer will continue to provide adequate employee lounge and/or eating areas in non-public locations separated from employees' normal areas of work. The issue of providing employees with such lounge and/or eating areas where current practice does not so provide will upon request be a subject of secondary level negotiations, provided that no obligation shall exist for the Employer to negotiate such issue for work sites where space is not available. The Employer reserves the right to change lounge and/or eating areas due to operational requirements. The proposed removal or relocation of lounge and/or eating areas due to operational requirements shall be an appropriate subject for Labor-Management Meetings provided for in Article 19 of this Agreement.

#### **G. Tuition Reimbursement.**

Only to the extent that funds have been legislatively appropriated and allocated by the Departments, specifically for tuition reimbursement, the Employer agrees to establish a system of tuition reimbursement for employees. The Employer agrees to notify MSEA upon request of the amount of money allocated by the Department for such purpose and of any changes in such allocation.

Reimbursement shall apply only to the per-credit hour cost of tuition and shall not apply to such items as lab fees, miscellaneous fees, books or supplies. Selection among eligible applicants, and proportion of reimbursement, shall be determined by the Employer. Employees selected for such tuition reimbursement program shall only be reimbursed upon presenting written documentation of successful completion of the course.

Tuition reimbursement shall not be made unless the course pertains to the employee's current occupation or occupations in the employee's current Bargaining Unit and Department. No employee shall receive reimbursement for more than two courses in any one semester or term.

The procedures to be used for application, approval and verification of successful completion shall be established by Departments. The Employer agrees that any system adopted will attempt to treat similarly situated employees fairly.

The provisions of this Article shall not apply in those cases where the Employer requires employees to take a course(s) as part of their assigned duties.

Other tuition refund or education assistance programs conducted or initiated by Departments may continue in accordance with departmental policies and shall not be subject to this Article or negotiable under this Agreement.

An appropriate subject for discussion by the Labor-Management Council will be tuition refund implementation procedures and cost review.

#### **H. Legal Services.**

Whenever any claim is made or any civil action is commenced against any employee in the State Civil Service alleging negligence or other actionable conduct, if the employee was in the course of employment at the time of the alleged conduct and had a reasonable basis for believing that the conduct was within the scope of the authority delegated to the employee, the Appointing Authority in cooperation with the Attorney General shall, as a condition of employment, pay for or engage or furnish the services of an attorney to advise the employee as to the claim and to appear for and represent the employee in the action.

No legal services shall be required in connection with prosecution of a criminal suit against an employee. However, when a criminal action is commenced against an officer or employee of a State Agency based upon the conduct of the officer or the employee in the course of employment, the State Agency will pay for, engage, or furnish the services of an attorney to advise the officer or the employee as to the action, and to appear for and represent the officer or the employee in the action, if the Employer has no basis to believe that the alleged conduct occurred outside the course of employment and no basis to believe the alleged conduct was not within the scope of the authority delegated to the officer or the employee. The determination of the officer's or the employee's scope of delegated authority shall be made in the sole judgment of the Appointing Authority, which judgment shall not be subject to appeal.

Nothing in this rule shall require the reimbursement of any employee or insurer for legal services to which the employee is entitled pursuant to any policy of insurance.

#### **I. Professional Fees and Subscriptions.**

If the Employer requires an employee to become a member of a professional organization or if the Employer requires an employee to subscribe to a professional journal, the Employer agrees to pay such fees, dues or subscriptions.

Any such professional journals shall be sent to the employee at the employee's work address, shall be shared with employees at the work site and shall be considered the property of the Employer. In the event that the subscribing employee terminates his/her employment at the work site, such journals shall continue to be sent to the same work address and shall not be forwarded or sent to the employee at a different address.

If the Employer pays dues or fees for membership, such membership shall be considered to belong to the Employer and any benefit accruing therefrom shall be shared with employees at the work site. In the event that an employee for whom such membership was purchased terminates his/her employment at the work site, the Employer reserves the right to cancel such membership or transfer such membership to another employee.

#### **J. Leave of Absence with Pay.**

Nothing in this Agreement shall preclude an Appointing Authority from authorizing salary payments in whole or part to employees in order to permit them to attend school, visit other governmental agencies or in any other approved manner to devote themselves to systematic improvement of the knowledge or skills required in the performance of their work.

#### **K. Jury Duty.**

If an employee is selected for jury duty the summons should be obeyed. Failure to do so may cause the employee to be considered in contempt of court.

While serving on jury duty an employee will be granted administrative leave (time off with full pay) provided the employee reimburses the Appointing Authority for the jury duty pay received from the court. Alternatively, an employee may, at the employee's discretion, use annual leave when serving on a jury and keep the jury duty pay. When not impaneled for actual service and only on call, the employee shall report back to work unless authorized by the supervisor to be absent from his/her work assignment.

An employee on the afternoon or night shift who elects to receive administrative leave in accordance with this Section shall have his/her shift changed to days during the duration of the jury duty obligation.

To receive administrative leave for jury duty an employee must:

1. Promptly provide a copy of the jury duty summons to his/her supervisor.
2. Notify the supervisor of the jury duty schedule on a daily basis at or before the beginning of the employee's scheduled work day in accordance with departmental procedures regarding reporting of absences.
3. Certify, in writing, each period of time actually served as a juror for which administrative leave is requested.
4. Submit the jury duty paycheck stub as soon as it is received together with a payment equal to the jury duty pay in accordance with departmental procedures.

Travel allowances paid to the employee by the court may be retained as they are not considered jury duty pay. Employees shall not be permitted to use a State vehicle for travel connected with jury duty and shall not be reimbursed by the Appointing Authority for travel allowances.

An employee requested or subpoenaed to appear before a court as a witness for the People is entitled to administrative leave (time off with full pay) provided that the employee certifies in writing the period of time of such appearance and for which such administrative leave is requested. Employees must reimburse the Department for any witness fees received, up to the amount of their salary, and for any travel

expenses allowed by the court. Employees will be reimbursed for any travel expenses in accordance with State Standardized Travel Regulations.

If an employee is subpoenaed as a witness or appears in court in any capacity other than as a witness for the People, he/she will not be considered as being on duty, nor will administrative leave be granted. Any authorized absence shall be charged to annual leave and the employee may retain any expenses or monies received from the court.

If, however, the court appearance is required as a result of conduct occurring in the course of employment and the employee had a reasonable basis for believing the alleged conduct was within the scope of the authority delegated to the employee, the employee will be considered as being on duty.

In the event the accounting procedures utilized to process employee reimbursement of jury duty pay when the employee elects to receive administrative leave in lieu of jury duty pay are amended for non-exclusively represented employees, the parties agree to meet to review such changes and may, by mutual agreement of the parties, amend these procedures.

#### **L. Meals Without Charge.**

In the Department of Corrections, to facilitate security measures, employees who meet the criteria listed below will be provided a meal without charge. The meal provided will be from the same menu provided the residents for the main meal of that date. To be eligible, the employee shall be:

1. Employed and assigned within the security perimeter of a correctional facility where food service facilities are available; and
2. Required to remain at the correctional facility for the full eight (8) hour shift, and not be relieved of custody responsibilities during the period provided for consuming the meal; and
3. Entitled to receive full pay for the period during which the meal is to be consumed.
4. The method of providing the meal, including the accommodation of dietary restrictions shall be a proper subject of secondary negotiations.

#### **M. Temporary Alternative Duty Assignment.**

The parties agree that the issue of temporary alternative duty assignment due to temporary disability is one aspect of an effective disability management program. It is expected that policy guidelines in this area will be discussed and developed through the Labor-Management Policy Council. The parties agree to work cooperatively to effectively implement such policy.